

REMARKS

Claims 1-64 were pending. Claim 22 is amended; claims 1-21, 28-29 and 37-64 are canceled; and claims 65-85 are new. The pending claims are now 22-27, 30-36 and 65-85.

The Examiner rejected each of the then-pending independent claims under 35 U.S.C. § 102(b) as being anticipated by DeLuca *et al* (DeLuca).

New claim 65 as amended recites:

A method for providing interactive advertising comprising:
receiving video programming content and advertisements;
displaying to a viewer at least a portion of the received video programming content;
automatically displaying to the viewer at least one of the received advertisements in addition to the displayed video programming content;
receiving after a first amount of time a request from the viewer to stop displaying the displayed advertisement;
responsive to the received request, stopping the display of the advertisement;
and
responsive to the first amount of time exceeding a threshold amount of time associated with the advertisement, awarding value to the viewer.

The claimed invention automatically provides advertisements along with video programming content. When a request is received from a viewer to stop the displaying of the advertisement, if the advertisement was displayed for a minimum amount of time, the user is awarded value. This is useful, for example, to allow a user to skip commercials not of interest, while watching commercials that are more interesting, in exchange for a lower monthly subscription fee or other compensation.

DeLuca does not disclose the claimed invention. DeLuca provides a way for users of a wireless device to get free services in exchange for choosing to view advertisements. (DeLuca, Abstract.) In DeLuca, the user “is allowed to read the advertisements at any time prior to receiving the personal messages and information service updates.” (*Id.*) Unlike the claimed invention, in which advertisements are played automatically along with video programming content, in DeLuca the user is required to manually choose advertisements to view, and to manually view those advertisements prior to the time the user can see the received personal messages. As the Examiner noted, DeLuca teaches that the user views the ads “at a time convenient to the user” (emphasis added), and not necessarily when the user is receiving a personal message. In that respect, DeLuca actually teaches away from the claimed invention, rather than anticipating it. Accordingly, because DeLuca at the very least does not disclose “automatically displaying to the viewer at least one of the received advertisements in addition to the displayed video programming content,” as claimed, claim 65 and its dependent claims 66-77, which also recite their own patentable features, are patentable over DeLuca and the rejection should be withdrawn.

New independent claim 78 and its dependent claims 79-84, and new independent claim 85 are also patentable over DeLuca for at least the same reasons as claim 65. Amended claim 22 and its dependent claims 23-27 and 30-36 are similarly patentable over DeLuca.

If any matters remain outstanding prior to allowance of the claims, the Examiner is invited to contact the undersigned attorney at (415) 875-2358 or via e-mail at dbrownstone@fenwick.com. Applicants acknowledge that a copy of

any electronic mail communications will be made of record in the application file per MPEP § 502.03.

Respectfully submitted,
Ignacio Sanz-Pastor, *et al.*

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By: /Daniel R. Brownstone 46581/
Daniel R. Brownstone, Reg. No. 46,581
FENWICK & WEST LLP
Silicon Valley Center
801 California Street
Mountain View, CA 94041
Tel: (415) 875-2358
Fax: (415) 281-1350
dbrownstone@fenwick.com